

## **Remarks**

### ***Claim Rejections – 35 USC § 112***

Claims 8, 11, and 14-18 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. Claim 8, as amended, recites, “a mean for delivering said request for quotation form to a seller directly,” and if “directly” makes this mean “delivering the RFQ form directly from the buyer, rather than through a broker or middleman system,” then the specification fails to describe what is claimed.

Applicant specifically recited on page 4, lines 7-8 that it is an object of the invention to provide a means for brokers to act as selling agents for companies who do not want to sell to a buyer directly. This means that the embodiments above were meant for buyers and sellers to communicate directly. Further, on page 11, third paragraph, the system gives an embodiment where the seller does not provide a quote directly to the buyer, but to a middle man. Therefore, the other embodiments relate to a direct communication from the buyer to the seller. Therefore, as stated in Claim 8, there is a means for delivery the request for quotation directly from the buyer to the seller which is described in the specification.

Claims 8, 11, and 14-18 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claim 8, as amended, recites, “a mean for delivering said request for quotation form to a

seller directly," which is unclear, because it could be interpreted as either "directly from the buyer to a seller," or "directly from a broker or middleman system to a seller."

Applicant specifically recited on page 4, lines 7-8 that it is an object of the invention to provide a means for brokers to act as selling agents for companies who do not want to sell to a buyer directly. This means that the embodiments above were meant for buyers and sellers to communicate directly. Further, on page 11, third paragraph, the system gives an embodiment where the seller does not provide a quote directly to the buyer, but to a middle man. Therefore, the other embodiments relate to a direct communication from the buyer to the seller. Therefore, as stated in Claim 8, there is a means for delivery the request for quotation directly from the buyer to the seller which is described in the specification.

### ***Claim Rejections – 35 USC § 103***

#### **Claims 1-7, 19 and 20**

Claims 1 and 6 are rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz ("An Auction with the Buyer Completely in Charge") in view of the anonymous article, "Western Energy, Inc., Acquires 51% of GETBIDS.COM," hereinafter "Western Energy." As per claim 1, Baatz discloses a method for a buyer to request a quotation, the method comprising: inputting or choosing attributes of a specific product into a database (second and third columns on page S58); inputting the quantity of product (ibid., and first column on S61);

inputting delivery specifications (second column on page S58); selecting suppliers to whom to submit the request for quotation (third column on S58); and submitting said request for quotation to said suppliers (third column on S58). Baatz is not explicit about the database as such, but the disclosure of the retention and availability of information inherently requires a database of some sort, while the disclosed online interaction suggests an electronic database. Baatz does not disclose a buyer directly selecting suppliers to whom to submit a request for quotation, but "Western Energy" teaches this (first paragraph). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the buyer to directly select suppliers to whom to submit a request for quotation, for the obvious advantage of enabling the buyer to select any suppliers (at least, any suppliers from a list) whom the buyer considers suitable, while excluding any suppliers whom the buyer may consider unsuitable (e.g., because of previous bad experiences).

Baatz specifically describes throughout the whole article that the RFQ is delivered to broker, Sorcity, and then the RFQ is delivered by Sorcity to Sorcity members only. Specifically, as stated in Col. 2 through Col. 3 on page S58, "the buyer's define exactly what they need and Sorcity then communicates that need consistently to all relevant supplier members...helps to mitigate this risk of buying via an on-line auction. Sorcity, the broker sends e-mail notifications to the sellers, sellers ask the questions then to Sorcity. This process must occur

since the buyer and seller cannot communicate directly until Sorcity is paid their 2% commissioner, this is stated on the bottom of S58 and the top of S61.

Western Energy relates to a service that connects active buyers with active sellers on a portal site. The system enables active buyers to qualify and select a suitable vendor to do business with.

The Examiner wishes to combine Baatz with Western Energy. Baatz requires the middle man or broker approach since that is how they get paid. You cannot modify Baatz with Western Energy since that would take out the payment system required by Baatz. Therefore, Claim 1 is not obvious over the prior art.

As per claim 6, Baatz discloses that said request for quotation has an expiration mechanism ("time limit for bidding (as specified by the buyer)") in the third column of page S58).

For the reasons stated above for Claim 1, Claim 6 is not obvious over the prior art.

Claim 2 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and "Western Energy" as applied to claim 1 above, and further in view of official notice. Baatz does not disclose that the quotation (or request for quotation) is submitted to the suppliers via a wireless method, but official notice is taken that is well known for information to be transmitted via wireless methods (e.g., to and from cell phones, microwave transmission of Internet data, etc.). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the request for

quotation to be submitted to the suppliers via a wireless method, for the obvious advantage of making the request for quotation readily available to suppliers in contact with a communications network at least in part via wireless means.

For the reasons stated above for Claim 1, Claim 2 is not obvious over the prior art.

Claim 3 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and "Western Energy" as applied to claim 1 above, and further in view of Breen, Jr., et al. (U.S. Patent 6,598,027). Baatz does not disclose the supplier analyzing said quotation with a logistics database to provide freight quotes, but Breen teaches a database accessible to a supplier for providing freight quotes to suppliers and buyers (column 7, lines 19-64; column 10, lines 37-39). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the supplier to analyze said quotation with a logistics database to provide freight quotes, for the obvious advantage of enabling the supplier to set appropriate bids including freight costs.

For the reasons stated above for Claim 1, Claim 3 is not obvious over the prior art.

Claim 4 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and "Western Energy" as applied to claim 1 above, and further in view of Giovannoli (U.S. Patent 5,758,328). Baatz does not disclose that at least one of the suppliers provides a quotation directly to the buyer, but Giovannoli teaches a rather similar system in which suppliers can provide quotations directly to the

buyer (column 2, lines 65, through column 3, line 4). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for at least one of the suppliers provides a quotation directly to the buyer, for the obvious advantage of allowing the buyer to select, if he so chooses, from all quotations which any suppliers care to send in response to the buyer's RFQ, and select the most advantageous quotation on whatever basis or bases the buyer wishes.

Baatz does not teach that the suppliers provide a quotation directly to the buyer. Further, since the system of Baatz requires payment based on the broker system and that until this payment is made, the buyers and suppliers cannot speak directly, Baatz cannot be combined with either Western Energy and/or Giovannoli.

For these reasons and the reasons stated above for Claim 1, Claim 4 is not obvious over the prior art.

Claims 5 and 7 are rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz, "Western Energy," and Giovannoli as applied to claim 4 above, and further in view of official notice. As per claim 5, Claim 5 is held to be obvious for essentially the reasons set forth above regarding claim 2.

For the reasons stated above for Claim 1, Claim 5 is not obvious over the prior art.

As per claim 7, Baatz discloses comparing quotations from different suppliers (third column of page S58; first column of page S61), but does not

expressly disclose that this is done with regard to the attributes of a specific product, the quantity of the product, and the delivery specifications. However, Baatz discloses introducing the three lowest bidders to the buyer, rather than simply selecting the lowest (page S58, column 3), implying that decisions may be made on the basis of factors other than price, and Baatz discloses an RFQ for a particular quantity of a specific product, to be delivered to different cities (page S61, first column), implying evaluating quotes on such criteria. Official notice is taken that it is well known to compare quotes from different suppliers on such bases as specific attributes, quantity, and delivery specifications. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to compare the quotation from at least one supplier to quotations from other suppliers with regard to these factors, for the obvious advantage of choosing the most suitable supplier for the buyer's wants.

For the reasons stated above for Claim 1, Claim 7 is not obvious over the prior art.

Claims 19 and 20 rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and "Western Energy" as applied to claim 1 above, and further in view of official notice. As per claim 19, Baatz does not disclose copying agreed upon terms into a purchase order, but Baatz does teach carrying out a purchase after a supplier has submitted terms, and been accepted by the buyer (third column of S58; page S61); and official notice is taken that it is well known to copy information. Hence, it would have been obvious to one of ordinary skill in

the art of electronic commerce at the time of applicant's invention to copy agreed upon terms into a purchase order, for the obvious advantage of arranging and documenting a purchase according to agreed upon terms, without the trouble of rewriting the same information.

For the reasons stated above for Claim 1, Claim 19 is not obvious over the prior art.

As per claim 20, claim 20 recites essentially the same elements as claim 7, and is rejected on the same grounds as claim 7, as set forth above.

Claim 20 does not recite the same elements. Claim 20 requires rating the quotes from the suppliers by comparing their attributes. Claim 7 only states that the quotations are compared, not rated. The above references do not teach rating the quotes nor does the Examiner state that such is taught. Therefore for these reasons and the reasons stated above, Claim 20 is not obvious over the prior art.

### **Claims 8, 11, and 14-18**

Claims 8 and 15-18 are rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz ("An Auction with the Buyer Completely in Charge") in view of official notice, or in the alternative, over Baatz in view of Feldman ("Customer Service Is Prime Spot for ISDN") and official notice. As per claim 8, Baatz discloses a system for a buyer to request a quotation, the system comprising: a request for quotation form (second column on page S58); and a means for delivering said request for quotation form to a seller (second and third

columns on page S58). Baatz discloses storing quotations from sellers; and allowing the buyer to compare said quotation (second and third columns on page S58). Baatz is not explicit about the system comprising a database as such, but the disclosure of the retention and availability of information inherently requires at least one database of some sort. Baatz does not expressly disclose that said request for quotation form comprises a list of product specifications, but does disclose that, "The item as well as payment and delivery terms must be specified precisely," and discloses "a form online with detailed questions for the buyer to answer about the RFQ." Official notice is taken that lists are well known for specifying pluralities of details. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the form to comprise such a list, for the obvious advantage of making the various specifications conveniently available to potential sellers.

Arguably, Baatz discloses a means for delivering said request for quotation form to a seller directly (second and third columns on page S58), in that the RFQ form is delivered directly from Sorcity to the sellers. On the interpretation that the RFQ form must be delivered directly from the buyer to a seller, Baatz does not disclose this, but it is well known to send RFQ's directly from buyers to sellers, as taught, for example, by Feldman (three paragraphs beginning from "In companies with multiple supply sources"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to deliver the RFQ form to the seller directly, for the obvious

implied advantage of speeding and simplifying the “third most wanted application” of procurement.

As stated above for Claim 1, Baatz requires the broker system in order for Sorcity to get paid. Baatz specifically teaches away from the buyer and the seller directly communicating with each other. Therefore, Baatz cannot be combined with Feldman. Therefore Claim 8 is not obvious over the prior art.

As per claim 15, Baatz does not disclose a system for performing a credit check of a buyer (although Baatz does disclose asking for detailed information about buyers, first column of page S58), but official notice is taken that performing credit checks on buyers is well known. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant’s invention to include such a system, for the obvious advantage of not selling valuable items to insolvent or untrustworthy purchasers.

For the reasons stated above for Claim 8, 15 is not obvious over the prior art.

As per claim 16, Baatz does not disclose a database of buyer credit profiles (although Baatz does disclose asking for detailed information about buyers, first column of page S58), but official notice is taken that maintaining such buyer credit profiles is well known. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant’s invention to include a database of buyer credit profiles in the system, for the

obvious advantage of judging the creditworthiness of buyers, and not selling valuable items to insolvent or untrustworthy purchasers.

For the reasons stated above for Claim 8, Claim 16 is not obvious over the prior art.

As per claim 17, Baatz does not disclose a database comprising a listing of previous sales, but official notice is taken that is well known to maintain records of previous sales. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the system to comprise a database comprising a listing of previous sales, for such obvious advantages as checking sellers' records of delivering products as advertised and on schedule, and buyers' records of paying as promised.

For the reasons stated above for Claim 8, Claim 17 is not obvious over the prior art.

As per claim 18, Baatz does not disclose a searchable database of buyer/seller quote history, but does disclose that buyers can watch the bidding process (third column on page S58, showing that a quote history is maintained to some degree; and official notice is taken that searchable databases are well known. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the system to include a searchable database of buyer/seller quote history, for such obvious advantages as resolving any disputes that may arise on bidding, and analyzing the operations of the system with a view toward improvements.

For the reasons stated above for Claim 8, Claim 18 is not obvious over the prior art.

Claim 11 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and official notice, or in the alternative, Baatz, Feldman, and official notice, as applied to claim 8 above, and further in view of Breen, Jr., et al. (U.S. Patent 6,598,027. Claim 11 is essentially parallel to claim 3, and rejected on the same grounds set forth above in rejecting claim 3.

For the reasons stated above for Claim 8, Claim 11 is not obvious over the prior art.

Claim 14 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and official notice, or in the alternative, Baatz, Feldman, and official notice, as applied to claim 8 above, and further in view of the article, "Robertson, Stephens Founder Sanford R. 'Sandy' Robertson Invests in LIMITrader Securities; Takes Stake in New York Firm Pioneering Electronic Bond Trading," hereinafter "Robertson". Baatz does not disclose that the system including a secure chat room for the buyer and seller to negotiate in (paragraph beginning "LIMITrader.com's online bond trading solution"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to include a secured chat room, for the stated advantage of facilitating negotiations between the buyer and the seller.

For the reasons stated above for Claim 8, Claim 14 is not obvious over the prior art.

Applicant believes that the application is in condition for allowance.

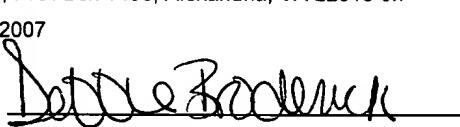
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